

**National Aeronautics and
Space Administration**



Invitation for Bid
NASA Langley Research Center
Sealed Bid Sale

Sale Number: **803301-03001**

Date and Time: March 31, 2003 at 3:00 PM EDT

Bid Opening Location: National Aeronautics and Space Administration
Langley Research Center
Bldg.1000, Room 155B
3130 N. Armistead Ave.
Hampton, VA 23681-2199

Inspection: March 4th, 5th and 6th, 2003
BY APPOINTMENT ONLY
Call Lolita Deal at (757) 864-8037

Property Location: NASA Langley Research Center
4 South Marvin Street
Hampton, VA 23681-2199

Sales Contracting Officer: Theresa F. Elliott
(757) 864-3570

Property to be Sold: **Scrap Metal: Ferrous and Non-Ferrous**

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Scope of Contract

This contract is for the purchase of an accumulation of surplus personal property consisting of mixed scrap metals of either or both ferrous and non-ferrous metals located at NASA Langley Research Center in Hampton, Virginia. All metals designated scrap by NASA will be placed and/or located in the "scrap yard" or other designated areas and will be considered scrap for purposes of this award. NASA maintains the right to designate any metal(s) to be considered "scrap" for the purposes of this award.

Award under this contract does not grant the successful bidder right to all scrap metal products that are generated in the award location. The property offered is an estimated quantity, weight and quality of scrap metal based on the best available information to the Government at the time of issuance of this contract. The Government does not guarantee, in writing or by implication, these estimated weights, and the quality of the scrap and payment will be based upon the actual weight.

Award will be made on the highest percentage bid per gross ton (2,240 pounds) on each individual lot number. The percentage bid represents the percentage of the price of metal as it appears in the low side of the *American Metal Market (AMM)* F.O.B. Pittsburgh, Pennsylvania publication on the day the scrap metal is removed from NASA Langley Research Center. Do not insert plus (+) or minus (-) symbols on the bid page as any bid with a +/- symbol will be rejected as non-responsive.

Property Description

Lot Number 1
<p>Mixed Metals (Iron & Steel): may contain any maximum size, light gauge materials over 1/8" in thickness, assorted iron & steel castings, iron & steel turnings, shredded iron & steel.</p> <p>Annual estimated weights: 53 Tons</p>
Lot Number 2
<p>Mixed Metals (Tin): may contain various office furniture and any maximum size, light gauge materials under 1/8" in thickness.</p> <p>Annual estimated weights: 160 Tons</p>
Lot Number 3
<p>Scrap Copper & Wire (strippable): may contain any unalloyed copper solids, oxidized or coated (plated) copper clippings, punchings, bus bars, oxidized copper pipe or tubing, oxidized or coated (plated) copper wire, insulated copper wire, sheet copper, copper gutters and downspouts. Strippable wire will be clean uncontaminated with no paint, solder, insulation and dirt. Wire will have a diameter greater than 3/8".</p> <p>Annual estimated weights: 1 Ton</p>

Lot Number 4

Scrap Copper & Wire (non-strippable): may contain any unalloyed copper solids, oxidized or coated (plated) copper clippings, punchings, bus bars, oxidized copper pipe or tubing, oxidized or coated (plated) copper wire, insulated copper wire, sheet copper, copper gutters and downspouts. Non Strippable wire will be contaminated with paint, dirt, solder and corrosion. Wire will have a diameter less than 3/8".

Annual estimated quantity: 5 Tons

Lot Number 5

Old Aluminum Sheet and Cast: may contain any aluminum sheets, aluminum turnings, shredded aluminum, cast aluminum, aluminum wire, painted aluminum and aluminum window and doorframes.

Annual estimated quantity: 3 Tons

Other NASA Terms and Conditions for this Sale

Instructions to Bidders

Bids shall be prepared on the forms provided by the Government (SF 114 and 114B), and strict compliance is a requirement of the Invitation for Bid (IFB). This sale is to be held in accordance with the provisions of Standard Form 114C, General Sales Terms and Conditions, June 1997 and FPMR, July 2002 which are incorporated herein and by reference, and the following terms and conditions. Bidders should evaluate the NASA facilities and all local conditions and contingencies and investigate removal requirements. Failure to do so will be at the bidder's risk. Each bidder shall furnish the information required by the IFB. Each bid must include the full business address of the bidder and be signed by the bidder with his/her usual signature. Bids by partnership must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. A bid by a corporation must be signed with the name of the corporation followed by the signature and designation of the person authorized to sign the bid. The names of all persons signing must be typed or printed below the signature. When requested by the Government, satisfactory evidence of the authority of the Officer signing on behalf of the party submitting the bid shall be furnished.

In accordance with Public Law No. 104-134, Section 21001, The Debt Collection Improvement Act of 1996, Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bid(s) will not be considered for award if the TIN is not provided. A TIN is defined as an individual's Social Security Number (SSN) or Business Entity's Employer Identification Number (EIN).

Bidders are encouraged to inspect the property, facilities and to familiarize themselves with NASA Langley Research Center's removal and security requirements. Inspection is by appointment only on the date set on the cover page. Contact Ms. Lolita Deal at (757) 864-8037 to schedule an appointment.

Bidder(s) are required to review and understand the Standard Form 114C, Sales of Government Property General Sale Terms and Conditions prior to submitting a bid. The Standard Form 114C has been provided with this IFB.

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, multi-jurisdictional and export laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a part to this sale or has had any interest in the property at any time.

Bid Deposit

Article 4 of the SF 114C is deleted and the following is substituted: Each lot bid must be accompanied by a bid deposit in the amount that is identified below. The bid deposit must be in the possession of the Sales Contracting Officer by the time set for bid opening. Bid deposits shall be in the form of money orders, traveler's checks, cashier's checks or company checks payable in U.S. currency to NASA Langley Research Center. Company checks must be accompanied by an informal bank letter guaranteeing payment for a period of 30 days after the bid opening date. Deposits of unsuccessful bidders will be returned when award is made; that of the successful bidder will be returned when his/her performance bond is received by the Government (see section entitled Performance Bond). Bid(s) will not be considered for award if not accompanied by the required bid deposit.

Lot #	Scrap Metal Type	Bid Deposit Amount
1	Mixed Metals (Iron & Steel)	\$500.00
2	Mixed Metals (Tin)	\$1,500.00
3	Scrap Copper & Wire (strippable)	\$100.00
4	Scrap Copper & Wire (non-strippable)	\$500.00
5	Old Aluminum Sheet and Cast	\$300.00

Performance Bond

Article A of the SF 114C is modified to include the following: Within ten (10) days after receiving written Notice of Award, the successful bidder shall furnish a bond on U.S. Standard Form No. 25, for the faithful performance of the contract, in the amount listed above for each lot awarded. In lieu of a Performance Bond, the successful bidder's bid deposit may be held. Such bond shall remain in full force and effect until 120 days after the final date of the contract period. The successful bidder may not be permitted to begin performance until such time as the bond has been received.

Period of Performance

The term of this contract shall be from date of award for a period of twelve (12) months.

Option to extend the term of the contract:

- (a) The Contractor hereby grants to the Government options to extend the period of performance by four (4) one- (1) year options.
- (b) The Government shall give the Contractor a preliminary written notice of intent to exercise the option approximately 60 days prior to such action. The preliminary notice does not commit the Government to exercise the option.
- (c) The total duration of this contract inclusive of the exercise options shall not exceed 60 months.
- (d) The exercise of any option does not change any contract terms. Pricing formulas shall remain unchanged during the period of the extension.

Containers

The Contractor shall provide scrap metal containers as directed by the Sales Contracting Officer or NASA Authorized Agent at no cost or demurrage charge to the Government. Initially, the Contractor shall provide either two (2) 16-20 cubic yard metal containers maximum height of 48 inches or one (1) 35-40 foot open top trailer with a minimum side height of 48 inches. Mixed Metals will be accumulated in the above-described containers. The containers will be placed in the scrap yard or other designated area(s) throughout NASA Langley Research Center. An empty container shall always be provided to replace each container that has been removed. Additional container(s) shall be provided upon request once a determined amount has been accumulated for Old Aluminum Sheet and Cast and Strippable and Non-Strippable Scrap Copper & Wire. All containers shall be removed and provided in accordance with the section entitled "Removal of Property".

Removal of Property

Article 8 of the SF 114C is modified to include the following: The Contractor shall remove the property and provide an empty scrap metal container within 3 working days, once notification is received. Removal of the property shall take place during normal operating hours of 7:00 a.m. to 3:30 p.m. except Saturdays, Sundays, and Federal Holidays or any day that NASA Langley Research Center is closed. Firearms, ammunition, controlled substances and other equipment or items that are inconsistent with NASA LaRC security regulations and policies will not be allowed on the premises. All drivers must be a U.S. citizen and have a valid driver's license

(photo only). All vehicles and containers are subject to search, upon entering and leaving the NASA facility. The scrap yard has a gravel base, and fix axle loaders will not be permitted. The Contractor will be required to use only pneumatic, articulated-flow vehicle(s) in the removal of scrap. All tracked vehicles are prohibited.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, insurance on vehicles used in the performance of the contract as provided below:

Automobile Bodily Injury Liability Insurance with limits of not less than \$50,000 for each person, \$100,000 each accident, and Property Damage Liability Insurance, with limits of not less than \$25,000 for each accident.

Each policy of insurance shall contain an endorsement providing cancellation notice as follows:

"It is understood and agreed that _____ Insurance Company shall notify, in writing, the Sales Contracting Officer at NASA Langley Research Center M.S. 381, 4 South Marvin Street, Hampton, Virginia 23681-2199 thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." Within ten (10) days after execution of this contract, certified true copies of each policy, manually countersigned endorsements thereto, shall be forwarded to the Sales Contracting Officer at the above address. Failure to comply with this request may result in termination of the contract (s), and forfeiture of the bid deposit.

In the event the Contractor departs from the contract requirements, or the Contractor misses a removal date(s), the Government has the right to terminate the contract. The Contractor must use a Scrap Delivery Ticket, as prescribed in the clause entitled "Weighing". The Contractor shall accomplish removal within the prescribed time period and furnish all necessary labor, materials and transportation for removal. The scrap metal shall be secured in such a manner to prevent it from dropping off the conveyance while being transported. The Contractor shall leave the area in a clean and orderly condition and shall reimburse the Government for any damage to Government property caused by the removal operations of the Contractor or his agents. If the Contractor refuses or fails to comply with the terms of the contract, subject to the requirements of Article 9 the Government may:

- (a) by written notice to the Contractor, terminate his right to proceed with the contract or each part of the contract as to which there has been a delay;
- (b) have the unfulfilled portion of the contract performed by contract or otherwise, and the Contractor and surety shall be liable to the Government for any loss occasioned the Government thereby;
- (c) deliver the property by Government truck or otherwise to the Contractor's storage yard nearest location of the accumulation or to any railroad siding. In the event, the Contractor will be charged at a rate of \$75.00 per hour per truck used for such deliveries in addition to the price of the scrap metal so delivered.

Weighing

Article 13 of the SF 114C is modified to include the following: No minimum or maximum quantities are implied or stated. The Contractor does not have the option of picking up larger or lesser weights. All items cannot necessarily be accessed from a loading dock. All trucks will be weighed empty prior to the removal of scrap metal from NASA Langley Research Center with the exception of those trucks used by the Contractor to make regular pickups need only be weighed empty every month. The Contractor must weigh the property within a maximum of 24

hours after pickup on any day of the week except weekends and Federal holidays. The Contractor shall have access to the truck scales located at NASA Langley Research Center. The scales are located at building 1288 approximately five (5) miles from the scrap yard. If the Government scales are not available, not used, or become unavailable for any reason, the Contractor will arrange for and pay all expenses of weighing on certified scales or other scales acceptable to the Sales Contracting Officer. Failure of the Contractor to weigh a pickup on scales acceptable to the Sales Contracting Officer will result in a billing for the material picked up at the maximum gross weight of the vehicle utilized for pickup less the empty weight of the vehicle.

A Scrap Metal Delivery Ticket will be furnished by the Government and will be completed in triplicate for each truckload of property picked up. When the trucks are weighed, the tare weight will be filled in on the Scrap Metal Delivery Ticket by the weighmaster. The NASA Authorized Agent will enter the grade of scrap metal being removed and sign the ticket at the pick up location. The Contractor's truck will be re-weighed at the Government scales and the weighmaster will enter the gross weight on the Scrap Metal Delivery Ticket. The Contractor's representative will sign the Scrap Metal Delivery Ticket and receive a copy for the Contractor's records. The Gross weight minus (-) Tare weight equals (=) Net weight. Net weight will be the official weight used for billing of the specific grade of scrap metal picked up.

Payments

Article 6 of the SF 114C is modified to include the following: A monthly invoice will be prepared for the net weight of property removed on or before the last day of each month. Each line item on the invoice will reference a Delivery Order Number and the weight of the specific grade of scrap metal picked up. The amount owed will be determined by multiplying the percentage bid of the price quoted for each lot number as listed in the low side of the *American Metal Market (AMM)* F.O.B. Pittsburgh, Pennsylvania publication on the day the scrap was removed from NASA Langley Research Center by the number of tons removed. Listed below are the five different types of scrap metals along with the AMM grade that will be used for pricing.

Lot #	Scrap Metal Type	American Metal Market Grade
1	Mixed Metals (Iron & Steel)	No. 2 Heavy Melt
2	Mixed Metals (Tin)	No. 2 Heavy Melt
3	Scrap Copper & Wire (strippable)	No. 2 Scrap Copper & Wire
4	Scrap Copper & Wire (non-strippable)	No. 2 Scrap Copper & Wire
5	Old Aluminum Sheet and Cast	Old Aluminum Sheet and Cast

In the event that the publication *American Metal Market* becomes unavailable, a source of information acceptable to the Sales Contracting Officer and the Contractor shall be used as a basis for determining the prices for scrap metal purchased and removed under this contract.

Payments must be made in business check or certified payment, such as cashier's check, travelers check, or money order. No personal checks will be accepted. Incorrect form of payment will be returned and the billed amount subject to interest in accordance with SF 114C, paragraph 11.

The Contractor has ten (10) working days from the date of the billing invoice to claim any adjustments on his bill. A written letter or facsimile, along with a copy of the invoice should be forwarded to NASA Langley Research Center, Attn: MS 477/EMO, 15 Hunsaker Loop, Hampton, Va. 23681-2199.

NASA Langley Research Center must receive full payment within thirty (30) days after the date marked on the billing invoice. If full payment is not made within the days specified, interest will be charged in accordance with SF 114C, paragraph 11. All payments will be made out to "NASA LANGLEY RESEARCH CENTER" and mailed to:

NASA Langley Research Center
MS 101
Hampton, Virginia 23681-2199

All payments must reference **Account No. 80x6559**. A copy of the payment must be faxed to NASA Langley Research Center at (757) 864-2033, prior to mailing.

Eligibility of Bidder

The public is invited to participate in this sale. Bidders must not be under 18 years of age. The debarment or suspension of a bidder from the purchase of Federal personal property has Government wide effect and generally precludes any agency from entering into a contract for purchase of personal property with that bidder. The bidder warrants that he is not delinquent in the payment of any debt due the United States resulting from a prior purchase of surplus personal property. Any contract awarded to an individual or firm is voidable, at the option of the Government if, at the time of award the purchaser was proposed for debarment, has been debarred, suspended, or for any other reason is ineligible to receive a Government contract in reference with FAR clause 52.209-5.

Sale to Government Employees

Clause 23, "Eligibility of Bidders," of SF-114C is modified to include the following: NASA Langley Research Center Government and Contractor employees who have access to official logistics management records are hereby prohibited from participating as bidders in this sale. The term employee as used, includes an agent or immediate member of the household of the employee. All other NASA Government employees and NASA contractor employees are eligible to participate in this sale.

Contract Disputes

Any contract awarded under this solicitation is subject to the Contract Disputes Act of 1978, 41 USC 601-613 as amended.

Assistance in Controlling Unauthorized Transport of Property

Attention is invited to the fact that the Interstate Commerce Act makes it unlawful for anyone other than those duly authorized pursuant to that Act to transport this property in interstate commerce for hire. Anyone aiding or abetting in such violation is a principal in committing the offense (49 U.S.C. 301-327 and 18 U.S.C.2).

Special Notice

Flame cutting shall not be permitted until approved by the NASA Langley Research Center's Fire Department at the start of each day. The Contractor shall provide for use two full 15-pound CO2 and one 20-pound dry chemical fire extinguisher, keep a constant watch for unplanned ignitions, and be prepared to take prompt remedial action. Burning of waste material will not be permitted on the premises. Waste materials are the responsibility of the Contractor and will be removed off Center to an approved landfill. No adjustments because of rubbish or other reasons shall be considered. All work performed by the Contractor shall conform to OSHA standards.

Do not return with bid

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1. INSPECTION.

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise provided in the invitation, all property listed therein is offered for sale "as is" and "where is". Unless otherwise provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. *This is not a sale by sample.*

3. CONSIDERATION OF BIDS.

(a) Unless otherwise provided in the Invitation, telegraphic or telephonic Bids will not be considered.

(b) The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period is specified by the Government or by the bidder, but not less than 10 calendar days in any case) and during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or other Bidders, to waive any technical defects in Bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the Invitation, bid deposits (when required by the invitation) and payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable on demand in U.S. currency; *Provided*, that uncertified personal or business checks must be first party instruments; *Provided further*, That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the proper bid deposit will be summarily rejected.

5. BID DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

(a) In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration.

(b) When bids are solicited on a "lot" bases, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

6. PAYMENT.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

7. TITLE.

Unless otherwise provided in the Invitation, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97, will be furnished for each vehicle and piece of equipment unless otherwise provided in the Invitation.

8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

(a) Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

(b) Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangement and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the Invitation. If the Sales Contracting Officer determines that the failure to remove the property within the

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Standard Form 114C (Rev. 6-97)
Prescribed by GSA FPMR (41 CFR) 101-45.3

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Period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Sales Contracting Officer pursuant to this clause, the Government, with limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during removal operations by the Purchaser or his authorized representative.

(c) Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

(d) Segregation, culling, or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment with the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Sales Contracting Officer may allow), the Purchaser shall lose all right, title, and interest which he might otherwise have acquired in and to such property as to which a default has occurred. The purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20 percent of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the purchase price is less than \$25: *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the total purchase price reflected in the award documents; *Provided further*, That the maximum sum which may be recovered by the Government shall specifically apprise the Purchasers, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

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10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debt arising out of prior transactions with the Government.

11. INTEREST.

Notwithstanding any other provisions of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear simple interest at the rate which has been established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of first written demand until paid.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Unless otherwise provided in the Invitation, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10 percent; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the purchaser by 25 percent. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Sales Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Sales Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event the property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation costs (such as packing, loading, and transportation costs being

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recoverable only when a return of property at Government cost is specifically authorized in writing by the Sales Contracting Officer) the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Sales Contracting Officer or his designated representative.

17. COVENANT AGAINST CONTINGENT FEES.

(a) The Purchaser warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingency fee.

(b) "Bona Fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona Fide employee," as used in this clause, means a person, employed by Purchaser and subject to the Purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to consideration or to act regarding a Government contract on any basis other than the merits of the matter.

18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for corporation's general benefit.

19. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.

(a) The Purchaser certifies that –

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Purchaser or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Purchaser to include any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the Purchaser's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i.) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above, and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Purchaser deletes or modifies subparagraph (a)(2) above, the Purchaser must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

20. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

21. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Government control.

22. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

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**Sale of Government Property
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23. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b) above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations

either because the United States is a party to this sale or has had any interest in the property at any time.

25. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

(a) "Telegraphic bid" and "telegraphic notice" include bids and notices by telegram or by mailgram.

(b) "Sales Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is properly designated Sales Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Sales Contracting Officer acting within the limits of the representative's authority.

(c) A "small business concern" for the purpose of the sale of Government-owned property is a concern which can qualify under the small business classification criteria referenced in 13 CFR 121.3-9.

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Do not return with bid

Sale of Government Property Special Sealed Bid - Term Conditions	Invitation for Bids No. 803301-03001	Page 5 of 5
<p>A. BID DEPOSITS</p> <p>All bids must be accompanied by a bid deposit which must be in the possession of the Sales Contracting Officer by the time set for bid opening. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). Unless otherwise provided in the Invitation, a bid deposit of 20% of the estimated total contract price is required on sales not exceeding one year; sales exceeding one year's duration will require a bid deposit computed at 20% of the total price estimated for one year's removal of property. Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150), or Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151) are NOT acceptable as bid deposits. In accordance with Condition No. 6 of the General Sale Terms and Conditions entitled "Payment" (Standard Form 114C), the 20% bid deposit submitted by the Purchaser will be retained by the Government and applied against the last delivery effected under the contract. At the option of the successful bidder, a Performance Bond (Standard Form 25) may be substituted by the successful bidder for his/her bid deposit at any time after notification of award of the contract. Any bid which is not timely supported by a proper bid deposit may be rejected as nonresponsive. Any bid deposit received after bid opening will be considered in the same manner as late bids.</p> <p>B. MODIFICATION OR WITHDRAWAL OF BIDS</p> <p>Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by the bidder or his/her authorized representative, provided his/her identity is may known and he/she signs a receipt for the bid. Any bid modification which increases the amount of the bid already submitted or which submits bids on items not previously bid on must provide for an increased bid deposit.</p> <p>C. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS</p> <p>Bids and modifications or withdrawals thereof, must be in the possession of the Sales Contracting Officer by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the Sales Contracting Officer prior to award, was mailed (or telegraphed where authorized) and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by the Sales Contracting Officer by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to the Sales Contracting Officer after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.</p> <p>D. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT</p> <p>Condition No. 12, General Sale Terms and Conditions (Standard Form 114C) is modified to authorize the Government to vary the quantity or weight delivered by 50% from the quantity or weight listed in the Invitation.</p> <p>E. TERMINATION</p> <p>Unless otherwise provided in the Invitation, this contract may be terminated by either party without cost to the Government upon 30 days' written notice to the other, to be calculated from the date the notice was mailed.</p> <p>F. FAILURE TO PERFORM</p> <p>In the event the Purchaser fails to make payment as required by Condition No. 6, General Sale Terms and Conditions (Standard Form 114C), or fails to remove the property as required by Condition No. 8, General Sale Terms and Conditions, and fails to cure the default within the time allowed by the notice given in accordance with Condition No. 9, General Sale Terms and Conditions, the Purchaser will lose all right, title and interest which he/she might otherwise have acquired in and to the property as to which the default occurred and said Condition No. 9, is modified to provide that the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 30-day period.</p> <p>G. AWARD OF CONTRACT</p> <p>The contract will be awarded to that responsible Bidder whose bid conforming to the Invitation will be most advantageous to the Government, price and other factors considered. A written award mailed (or otherwise furnished) to the successful Bidder within the time for acceptance provided in the Invitation shall be deemed to result in a binding contract without any further action by either party.</p>		
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Return with bid

Sale of Government Property –Bid and Award		Invitation for Bids No. 803301-03001	Page no. 1 of 2	Form Approved OMB No. 29-R0022
Issued by: NASA Langley Research Center 4 South Marvin Street Hampton, Va. 23681-2199		Address your bid to: National Aeronautics and Space Administration Langley Research Center 9A Langley Boulevard Hampton, Virginia 23681-2199		
For information contact (Name and tel. No.) Theresa Elliott (757) 864-3570		Bids will be opened at (place, date and time) NASA Langley Research Center Bldg. 1000 Room 155B Hampton Va. 23681-2199 March 31, 2003 at 3:00 p.m. (EDT)		
Sealed bids in <u>1</u> copy(ies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1)				
<input checked="" type="checkbox"/>	The General Sale Terms and Conditions, SF 114C, (Rev. 6-97 edition) and		All incorporated herein by reference; and such other special terms and conditions	
<input checked="" type="checkbox"/>	Special Sealed Bid-Term Conditions SF114C (Rev. 6-97 edition);		<input checked="" type="checkbox"/> Attached or	<input checked="" type="checkbox"/> Incorporated
			Herein by reference and identified as:	
			<input checked="" type="checkbox"/>	Other NASA Terms and Conditions
(copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.);		(2) Bid Deposit	Is not required	<input checked="" type="checkbox"/> Is required in the amount specified on page 7, made payable to: NASA Langley Research Center
(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, within calendar days after the award, and to remove the property within <u>N/A</u> calendar days after date of award by the Government.				
Bid (This section to be completed by the bidder)				
In compliance with the above, the undersigned offers and agrees, if this bid is accepted within <u>30</u> calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property. The total amount of the bid(s) is _____ and attached is the bid deposit, when required by the Invitation, in the form(s) of _____, in the amount of \$ _____.				
Bidder Represents that: (Check appropriate boxes)				
(1) He/She	<input type="checkbox"/>	has	<input type="checkbox"/>	has not inspected the property on which he/she is bidding.
(2) He/She	<input type="checkbox"/>	is	<input type="checkbox"/>	is not, an Individual or a small business concern.
(See CFR, Title 13, Chapter 1 Part 121, Sec. 121.3-9, for the definition of small business.)				
(Complete the following only if the total amount of the bid(s) exceeds \$25,000.)				
(3) (a) He/She	<input type="checkbox"/>	has,	<input type="checkbox"/>	has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
(b) he/she	<input type="checkbox"/>	has,	<input type="checkbox"/>	has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b), above, as requested by the Sales Contracting Officer. (For interpretation of the representation, including the term 'bona fide employee,' see CFR, Title 41, Subpart 101-45.3.)
Name and address of bidder (street, city, state & zip code) (Type or print)		Signature of person authorized to sign this bid		
Telephone Number: Tax Identification Number (TIN):		Signer's name & title (Type or print)		Date of bid
Acceptance by the Government (This section for Government use only.)				
Accepted as to item(s) numbered		United States of America By (signature of sales contracting officer)		Date of Acceptance
Total Amount	Contract Number(s)		Name and title of sales contracting officer	
114-109	U.S. GPO: 1975-0-251-54714057		Standard form 114 (Rev. 5-78) Prescribed by GSA FPMR (41 CFR) 101.45.3	

Return with Bid**Sale of Government Property – Item Bid Page – Sealed Bid**IFB number
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Lot no.	Articles for Sale	Quantity (No. of Units)	Unit of Measure	% Price Bid Per Ton	Total Price Bid		Item No.
					Dollars	Cents	
1	Mixed Metals (Iron & Steel)	Est. 53	Tons	%	N/A	N/A	1
2	Mixed Metals (Tin)	Est. 160	Tons	%	N/A	N/A	2
3	Scrap Copper & Wire (Strippable)	Est. 1	Tons	%	N/A	N/A	3
4	Scrap Copper & Wire (Non-Strippable)	Est. 5	Tons	%	N/A	N/A	4
5	Old Aluminum Sheet and Cast	Est. 3	Tons	%	N/A	N/A	5
Bid No. – To be filled in by Sales Office		Name of Bidder and Identification No., If applicable (Type or print)					
Budget Bureau No. 29-R0022		Standard Form 114B Jan. 1970 edition GSA FPMR 41 CFR) 101-45.3 114.305					

The envelope containing bids must be sealed and will be marked in the upper left corner with name and address of bidder and in the lower left corner with the sale number and bid opening date and time. Prepare envelopes as indicated below:

Bidder Name (same as on Bid Form)
 Bidder Address
 City, State Zip

**Postage
Required
if mailed**

**National Aeronautic and Space Administration
 Langley Research Center
 9A Langley Boulevard
 Hampton, Virginia 23681-2199**

Sale number: **803301-03001**
 Bid opening date/time: **March 31, 2003, 3:00 pm EDT**